

Boston University

Office of Sponsored Programs
25 Buick Street
Boston, Massachusetts 02215
617/353-4365



July 14, 1986

Mrs. Gloria J. Treyes
Contracting Officer
United States Information Agency (M-KG)
301 Fourth Street, N.W.
Washington, DC 20547

Dear Gloria:

Enclosed are three copies of the Grant Agreement IA-22464-19-G signed officially by Boston University. Also enclosed is the IAP-100 form, Assurance of Compliance under Title VI, completed as requested.

I would like to call your attention to changes we have made in Articles IV. and V. of the Grant Agreement. Article IV., Reservation of Funds, has been eliminated because it is unacceptable to the University. With regard to Article V.F. referring to copyright of materials developed for the project, we have inserted substitute language acceptable to Saul Geffer, Director of the Afghan Media Project, and Boston University. This substitute language was discussed with Ms. Merry Lynn, legal counsel at U.S.I.A. as well.

If the Grant Agreement is acceptable to U.S.I.A. with the above modifications, would you please initial the changes on behalf of the Agency (pages 4 and 5) and return one copy to me for my files. Please call me if you have any questions.

Sincerely yours,

Joan G. Kirkendall
Joan G. Kirkendall
Associate Provost

JGK/mtd

Enclosures

Declassified/Declassified for Release Under Provisions
of the Freedom of Information Act. Date 12/1/86

**GRANT AGREEMENT
BETWEEN
THE GOVERNMENT OF THE UNITED STATES OF AMERICA
AND
BOSTON UNIVERSITY**

MEMORANDUM OF AGREEMENT, made and entered into by and between the Government of the United States of America (hereinafter referred to as the "Government"), acting through the United States Information Agency (hereinafter referred to as the "Agency") and Boston University located at 152 Bay State Road, Boston, Massachusetts 02215 (hereinafter referred to as the "Grantee").

WHEREAS, the Agency is promoting the development of an independent media service by the Afghan people and providing for the training of Afghans in media and media-related fields as authorized under the applicable provisions of Public Law 99-88, and

WHEREAS, the Grantee is qualified and has indicated its willingness to carry out the program provided for herein in a manner and on conditions acceptable to the Agency, and

WHEREAS, the Agency deems it desirable to assist the Grantee in furtherance of the purpose of this program,

NOW, THEREFORE, THIS AGREEMENT WITNESSETH:

ARTICLE I

PURPOSE

- A. The Agency hereby awards a grant of \$180,364 to the Grantee to enable the Grantee to conduct a program of media training for Afghans under the Afghan Media Project of USIA. The Grantee will work with the management personnel of a prospective Afghan News Agency (ANA) to train its staff in all relevant aspects of basic print, photo, and broadcast (film/video) journalism.

In carrying out the objectives of this project, the Grantee will have primary responsibility for all aspects of the training component of the Afghan Media Project including: (1) preparation of all curriculum materials, excluding translation; (2) acquisition of basic equipment for trainers as proposed; (3) establishing selection criteria for trainees; (4) selection of teaching personnel; (5) carrying out the initial training plan in two six-week sessions; and (6) preparing an evaluation of each phase of training and preparing a final report.

It is recognized that King Features Syndicate and Hearst Metrotone News, Divisions of the Hearst Corporation and King Features Entertainment, Inc. will be conducting a program providing certain services as an advisor and consultant to the Afghan News Agency simultaneously and that the Grantee will cooperate and collaborate as necessary to assure the integration of all activities under the Afghan Media Project under Public Law 99-88.

- B. The Grantee shall carry out this agreement, in accordance with its revised proposal dated February 12, 1986 and the Grantee's revised budget dated February 20, 1986, and any revisions to which both parties agree to in writing. However, the Grantee's budget shall be in accordance with the Items of Expenditure stipulated under Section C of Article III of this agreement. The above mentioned proposal and all revisions is hereby incorporated as Appendix I.
- C. This grant is not intended to replace private efforts in this field but rather to supplement such efforts with financial assistance being limited in keeping with the nonprofit motive of the program.

ARTICLE II

PERIOD

- A. The period of this agreement shall be from July 1, 1986 through December 31, 1986. All expenditures paid with funds provided by this agreement must be incurred for authorized activities which take place during this period.
- B. In the event the time prescribed herein should prove insufficient for the Grantee to carry out the program provided for herein, the Agency may provide such extension of the period of the agreement as may be deemed advisable. Any extension will be effective only upon the execution of an amendment to the agreement for this purpose.

ARTICLE III

PAYMENT AND ITEMS OF EXPENDITURE

- A. The funds awarded pursuant to this agreement shall be used for the purpose described in Article I; shall be paid to the Grantee in accordance with the provisions of Section B herein below; and shall be expended in accordance with the Items of Expenditure set forth in Section C herein below.

B. Letter of Credit Payments

The Grantee shall follow the "Letter of Credit Procedure" set forth by the Agency. The Grantee shall submit payment vouchers (Form TFS-5805a) to its selected commercial bank requesting funds necessary to meet the immediate requirements of the Grantee in carrying out this agreement.

C. Items of Expenditure Amount

1. Grantee staff salaries and benefits.
2. International, domestic and local transportation.

3. Per diem for participants - Per diem in the United States shall not exceed \$75 per day per person. Per diem in foreign countries shall not exceed the rates authorized in the Standardized Government Travel Regulations for travel in foreign countries. A copy of current rates is provided with this agreement.
4. Communications, copying and printing, preparation of instructional materials in two languages (the Agency shall be responsible for translation) and training supplies.
5. Equipment purchase.
6. Indirect expenses of the Grantee based on the Grantee's current Indirect Cost Rate Agreement with the Government Cognizant Agency. The Grantee has agreed to cost sharing of indirect expenses and therefore, the total amount of indirect expenses to be charged to this agreement shall not exceed

TOTAL GRANT

\$180,364

- D. It is understood and agreed that the Grantee may make cumulative adjustments of up to five percent (5%) of the total budget, among the amounts specified for the items of expenditure set forth herein above, except that item #6 may not be adjusted. No adjustment in excess of this margin may be made without the prior written approval of the Contracting Officer.
- E. Allowability of costs incurred under this agreement will be determined in accordance with Office of Management and Budget Circular No. A - 21 "Cost Principles for Educational Institutions" as in effect on the date of this agreement. However such costs are limited to the items of expenditure set forth in Section C, herein above.
- F. The Grantee shall use United States' flag carriers and less than first-class accommodations for travel supported under this agreement. All such travel shall be performed in accordance with the travel provisions of the "Guidelines for the Administration of Assistance Awards Awarded by the United States Information Agency" (IA-1119 dated 10/85).
- G. The Grantee shall not incur any expenses in connection with this project except for those provided under Article III, Section C of this agreement. In the event additional costs arise other than those provided under Article III Section C which the Grantee feels are necessary to carry out the terms of this Agreement, the Grantee shall notify the Contracting Officer in advance before incurring such additional expenses in order for the Agency to determine whether funds could be made available for such purposes.

ARTICLE IV

RESERVATION OF FUNDS

The Grantee shall reserve fifteen percent (15%) of the grant funds until forty-five (45) days from the termination of the grant. These funds shall be subject to uses other than those covered by the Items of Expenditure set forth in Article III Section C in the event that the Agency determines that those funds are needed for start-up costs for the new Afghan News Agency. In that event, the Agency will notify the Grantee in writing and a Modification of the Grant shall be issued. AK

ARTICLE V

RESPONSIBILITIES

— In carrying out the purposes of this agreement, the Grantee shall be responsible for:

- A. Planning, organizing and administering the programs described in Article I and in accordance with the Grantee's revised proposal dated February 12, 1986, and any revisions to which both parties agree to in writing.
- B. Maintaining accounting control over the funds provided by this agreement with proper documentation that will adequately substantiate all payments charged to this Agreement. Costs paid with funds provided by this agreement must be identifiable in the Grantee's accounting system as costs charged to this agreement. Lack of such documentation could result in a disallowance of charges to this agreement.
- C. Adhering to the applicable provisions of the "Guidelines for the Administration of Assistance Awards Awarded by the United States Information Agency" (IA-1119 dated 10/85).
- D. Stating in any announcement or publicity, where it is appropriate, that these activities are assisted financially by the Bureau of Programs of the United States Information Agency under the authority of the Public Law 99-88.
- E. The Grantee shall indemnify and hold harmless the U.S. Government, its officials, agents, and employees against any and all claims, suits, demands, and liabilities of any nature or kind whatsoever, including damage to persons or property and including costs and expenses incurred as result of a violation of trade secrets, copyrights, or the right of privacy or publicity, arising out of the creation, delivery, broadcast, display, performance, publication or use of any libelous or other unlawful matter contained in such materials during the performance of this grant.

- F. ~~The Grantee shall obtain a copyright to any materials developed for the purpose of media training, including literary, pictorial and graphic works as well as any motion picture, video discs, video cassettes, videotape recordings or works of similar nature produced by the Grantee under this grant. The Grantee shall assign the copyrights to the United States Information Agency or its assignees pursuant to 17 United States Code 105. Grantee agrees not to assert or authorize others to assert or establish any claim to copyrights to such works. However, the United States Information Agency grants to the Grantee a paid up, revocable, worldwide license to reproduce and prepare derivative works, and distribute copies of these materials outside of the United States.~~
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ARTICLE VI

REPORTS

The Grantee shall submit the following written reports to both the Office of Contracts (M/KG) and Afghan Media Staff (P/DH), U.S., Information Agency, Washington, D.C. 20547.

A. Program

1. An interim report describing and evaluating the results of each training phase upon completion of each phase.
2. A final report describing and evaluating the activities undertaken pursuant to this agreement shall be submitted within ninety (90) days after the expiration date of this agreement.

B. Financial

1. An interim financial report reflecting expenditures against each item of expenditure set forth in Section C of Article III shall be submitted within fifteen (15) days after the completion of each training phase.
2. A final financial report reflecting expenditures against each item of expenditure set forth in Section C. of Article III shall be submitted within ninety (90) days after the expiration date of this agreement.
3. Quarterly reports of Letter of Credit Status shall be submitted within fifteen (15) days after the conclusion of each calendar quarter.

V. F.

The Grantee shall obtain a copyright to any books, publications or other copyrightable materials developed in the course of this grant. The Grantee shall grant to the U.S.I.A. a royalty-free, nonexclusive and irrevocable license to reproduce, publish, edit, translate, modify in any way, or otherwise use, and to authorize others to use, the work for Government purposes.

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ARTICLE VII

LIAISON

1. All communication shall be with the designated elements of the Agency relative to the following responsibilities incurred by the Grantee under this agreement:
 - a. Program - Afghan Media Staff, P/DH.
 - b. Financial - Office of Contracts, W/KG.
2. All Agency communication with the Grantee shall be with Ms. Delores Clarke, Awards Manager, Office of Sponsored Programs, Boston University, 25 Buick Street, Boston, MA. 02215.

ARTICLE VIII

EQUIPMENT

The Grantee agrees that funds provided by this agreement for the purchase of nonexpendable items such as furniture or equipment shall be in compliance with Attachment N, Property Management Standards and Attachment O, Procurement Standards of OMB Circular A-110, a copy of which is provided with this Agreement. However at the time of the termination of this grant, all expendable and nonexpendable property acquired under this grant shall be transferred to the Afghan News Agency. If the Afghan News Agency ceases operation prior to the termination of this grant, grantee shall follow the requirements of OMB Circular A-110, Attachment N, with regard to the disposal of the property.

ARTICLE IX

OMB CIRCULAR NO. A-110

The Grantee agrees to comply with OMB Circular No. A-110, Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and other Nonprofit Organizations.

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ARTICLE X

GENERAL CONDITIONS

The attached General Conditions are made part of this agreement and compliance of the Grantee with the provisions therein is mandatory.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the dates indicated herein below.

FOR THE GRANTEE
BOSTON UNIVERSITY



Peter J. Cusato_____
Comptroller_____
July 14, 1986


FOR THE GOVERNMENT OF THE
UNITED STATES OF AMERICA
UNITED STATES INFORMATION
AGENCY

Signature

Typed Name

Title

Date



Gloria J. Treves
Contracting Officer
Office of Contracts, M/KG_____
June 27, 1986